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7 Attorneys for Plaintiffs **UNIVERSAL PARAGON**

8 **CORPORATION and SUNQUEST PROPERTIES, INC.**

9 **UNITED STATES DISTRICT COURT**

10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12 **UNIVERSAL PARAGON CORPORATION,**
13 a Delaware corporation, and **SUNQUEST**
14 **PROPERTIES, INC.,** a California corporation,

Plaintiffs,

v.

16 **INGERSOLL-RAND COMPANY LIMITED,** a
17 Bermuda corporation; **INGERSOLL-RAND**
18 **CORPORATION,** a New Jersey corporation;
19 **SCHLAGE LOCK COMPANY,** a California
20 corporation; and **TOUCH-PLATE**
21 **INTERNATIONAL, INC.,** a California
22 corporation,

Defendants.

CASE NO. C 05-03100 ~~MJJ~~ TEH

STIPULATION AND ~~[PROPOSED]~~
ORDER OF VOLUNTARY
DISMISSAL OF COMPLAINT AND
COUNTERCLAIM

28 **STIPULATION AND [PROPOSED] ORDER OF VOLUNTARY**
DISMISSAL OF COMPLAINT AND COUNTERCLAIM
Case No. 05-03100 MJJ

WHEREFORE, the Plaintiffs, Universal Paragon Corporation and Sunquest Properties, Inc. (hereinafter referred to collectively as "Plaintiffs"), and the Defendants, Ingersoll-Rand Company Limited, Ingersoll-Rand Company, Schlage Lock Company and Touch-Plate International, Inc. (hereinafter referred to collectively as the "Ingersoll-Rand Defendants") have mutually agreed to the following stipulation.

NOW, THEREFORE, it is hereby stipulated and agreed by the respective parties, by and through their counsel of record:

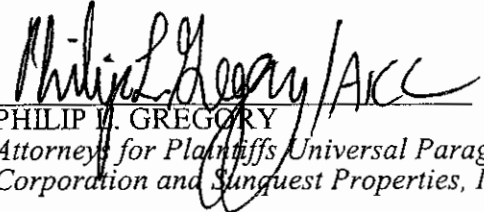
1. Pursuant to Federal Rule of Civil Procedure 41, Plaintiffs hereby dismiss with prejudice all claims against the Ingersoll-Rand Defendants as set forth in the complaint entitled *Universal Paragon Corporation, et. al. v. Ingersoll-Rand Company Limited, et. al.*, Case No. 05-03100 MJJ, filed July 29, 2005.

2 Pursuant to Federal Rule of Civil Procedure 41, Ingersoll-Rand Company and the Schlage Lock Company dismiss with prejudice all claims against the Plaintiffs as set forth in the counterclaim entitled *Ingersoll-Rand Company, et. al. v. Universal Paragon Corporation, et. al.*, Case No. 05-03100 MJJ, filed December 12, 2005.

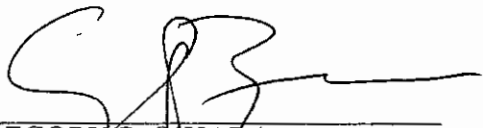
3. Ingersoll-Rand Company and the Schlage Lock Company expressly **do not dismiss** their claims against Counterdefendant Union Pacific Railroad Company as set forth in the counterclaim entitled *Ingersoll-Rand Company, et. al. v. Universal Paragon Corporation, et. al.* Case No. 05-03100 MJJ, filed December 12, 2005.

4. Plaintiffs and the Ingersoll-Rand Defendants agree that each side will bear their own attorney's fees and costs of suit and mutually waive any right to recover attorney's fees and costs of suit from the other.

Dated: May 28, 2008


PHILIP L. GREGORY
Attorneys for Plaintiffs Universal Paragon
Corporation and Sunquest Properties, Inc.

1 Dated: May 28, 2008


GREGORY P. O'HARA
*Attorneys for Defendants Ingersoll-Rand
Company Limited, Ingersoll-Rand
Company, Schlage Lock Company and
Touch-Plate International, Inc.*

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4 The Court hereby enters an order in conformance with the above stipulation:

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7 Dated: 06/06, 2008

